

<i>SERFF Tracking Number:</i>	<i>REGU-125668420</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-08-113</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>ARCH-08-113</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Arch Insurance Company	SERFF Tr Num: REGU-125668420	State: Arkansas
Product Name: ARCH-08-113	SERFF Status: Closed	State Tr Num: EFT \$50
TOI: 17.0 Other Liability - Claims Made/Occurrence		
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: ARCH-08-113		State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts
	Author: Jason Graciolett	Disposition Date: 06/12/2008
	Date Submitted: 05/29/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/12/2008	
State Status Changed: 06/12/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Arch Insurance Company is submitting two revised forms for their Pest Control Program. The initial program filing was approved in 2002.	

Pest Inspection Damage Liability Coverage - AIC-PIP-P (8/02) was approved on 10/21/2002 under filing designation number AIC-AR-PCP-GL-02 and state filing number 34619.

<i>SERFF Tracking Number:</i>	<i>REGU-125668420</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>ARCH-08-113</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>ARCH-08-113</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Pest Inspection Damage Liability Coverage Endorsement – 00 GL0223 00 03 06 was approved on 4/24/2006 under filing designation number ARCH-06-090.

Enclosed for your review:

- Required State Filing Forms
- Pest Control Program – Revised Forms
- Side-By-Side Comparisons

An EFT in the amount of \$50.00 to cover the required filing fee has been submitted via SERFF.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Jason Graciolett, Analyst	jasongraciolett@ircllc.com
50 Broad Street	(212) 571-3989 [Phone]
New York, NY 10004	

### Filing Company Information

Arch Insurance Company	CoCode: 11150	State of Domicile: Missouri
One Liberty Plaza	Group Code: 1279	Company Type: P&C
53rd Floor		
New York, NY 10006	Group Name: Arch Capital	State ID Number:
(212) 651-9863 ext. [Phone]	FEIN Number: 43-0990710	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR is \$50 per forms filing.
Per Company:	No

*SERFF Tracking Number:*      *REGU-125668420*      *State:*      *Arkansas*  
*Filing Company:*      *Arch Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *ARCH-08-113*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0001 Commercial General Liability*  
*Product Name:*      *ARCH-08-113*  
*Project Name/Number:*      */*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$50.00	05/29/2008	20558868

SERFF Tracking Number: REGU-125668420 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: ARCH-08-113  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: ARCH-08-113  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/12/2008	06/12/2008

*SERFF Tracking Number:*      *REGU-125668420*      *State:*      *Arkansas*  
*Filing Company:*      *Arch Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *ARCH-08-113*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0001 Commercial General Liability*  
*Product Name:*      *ARCH-08-113*  
*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 06/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125668420 State: Arkansas  
 Filing Company: Arch Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: ARCH-08-113  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: ARCH-08-113  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization	Approved	Yes
Supporting Document	Side-By-Side Comparisons	Approved	Yes
Form	PEST INSPECTION DAMAGE LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	PEST INSPECTION DAMAGE LIABILITY COVERAGE	Approved	Yes

SERFF Tracking Number: REGU-125668420 State: Arkansas

Filing Company: Arch Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: ARCH-08-113

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: ARCH-08-113

Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PEST INSPECTION DAMAGE LIABILITY COVERAGE ENDORSEMENT	00 GL0223 00 04 08	04 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 GL0223 00 03 06 Previous Filing #: ARCH-06-090		Pest Inspection Liability 00 GL0223 00 04 08 - Admitted.pdf
Approved	PEST INSPECTION DAMAGE LIABILITY COVERAGE	00 GL0466 00 04 08	04 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AIC-PIP-P (8/02) Previous Filing #: AIC-AR-PCP-GL-02		Pest Inspection Liability 00 GL0466 00 04 08 - Occurrence. pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PEST INSPECTION DAMAGE LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE

**LIMITS OF INSURANCE:**

Per Occurrence Pest Inspection Damage Limit	\$ _____	
Aggregate Pest Inspection Damage Limit	\$ _____	
Pest Inspection Damage Deductible	\$ _____	Per "Claim" For Any One Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. The following is added to SECTION I - COVERAGES:**

**COVERAGE D - PEST INSPECTION LIABILITY COVERAGE**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "pest inspection damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "pest inspection damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

- b. This insurance applies to "pest inspection damage" only if:

- (1) The "pest inspection damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "pest inspection damage" occurs and is reported to us during the policy period specified on the declarations page of the policy; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "pest inspection damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "pest inspection damage" occurred, then any continuation, change or resumption of such "pest inspection damage" during or after the policy period will be deemed to have been known prior to the policy period.



- c. A claim for "Pest inspection damage" is made during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim. This includes any continuation, change or resumption of that "pest inspection damage" at the end of the policy period.
- d. A claim for "Pest inspection damage" will be deemed to have been made at the earliest time when any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "pest inspection damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "pest inspection damage"; or
  - (3) Becomes aware by any other means that "pest inspection damage" has occurred or has begun to occur.

## 2. Exclusions

This insurance does not apply to:

### a. Fees

Any fee charged by the insured for the control or eradication of "pests".

### b. Pre-existing Damage

"Property damage" or "pest damage" which exists at the time of or prior to the "pest inspection".

### c. Expected or Intended Injury

"Pest inspection damage liability" expected or intended from the standpoint of the insured.

### d. Contractual Liability

"Pest inspection damage" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "pest inspection damage" by an "occurrence" in the absence of a contract or agreement.

### e. Pollution

"Pest inspection damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### f. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. SUPPLEMENTARY PAYMENTS - COVERAGES A and B is amended to read:

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D

C. SECTION III- LIMITS OF INSURANCE is amended as follows:

Paragraph 2. is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under COVERAGE C;
- b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under COVERAGE B; and
- d. Damages under COVERAGE D.

The following paragraphs are added:

8. Subject to 2. above (the General Aggregate Limit), the Aggregate Pest Inspection Damage Limit is the most we will pay for the sum of "pest inspection damage".
9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Aggregate Pest Inspection Damage Limit), the most we will pay for the sum of "pest inspection damage" arising out of any one "occurrence" is the lesser of:
  - a. The Per Claim Pest Inspection Damage Limit, as shown in the Schedule of this endorsement, minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement; or
  - b. The sum of those damages minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement.

D. SECTION IV— CONDITIONS is amended as follows:

Paragraph 4. Other Insurance is amended as follows:

All references to COVERAGE A OR B are amended to read COVERAGE A, B, OR D.

E. SECTION V - DEFINITIONS is amended as follows:

The following additional definitions are added:

"Pest" means all wood destroying insects.

"Pest inspection" means:

- a. A service performed during the policy period in the course of your business as a "pest" control operator or contractor, for which a fee is charged; and
- b. A service performed during the policy period to determine the presence of "pests" at a designated location in your service contract for the service.

"Pest inspection damage" means any physical injury to property which:

- a. Necessitates repair or replacement of damaged portions of such property; and
- b. Such injury results from an active "pest" infestation which was not indicated on the inspection report, but should have been discovered through routine visual inspections of property that was visually accessible at the time of the "pest inspection".

In regards to COVERAGE D - PEST INSPECTION DAMAGE LIABILITY only, "occurrence" means an active "pest" infestation of property, including continuous or repeated exposure to substantially the same general harmful conditions, which existed, but was not indicated on the insured's "inspection report" at the time of the "pest inspection".

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PEST INSPECTION DAMAGE LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE

**LIMITS OF INSURANCE:**

Per Occurrence Pest Inspection Damage Limit	\$	
Aggregate Pest Inspection Damage Limit	\$	
Pest Inspection Damage Deductible	\$	Per "Occurrence" For Any One Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION I - COVERAGES:

**COVERAGE D - PEST INSPECTION LIABILITY COVERAGE**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "pest inspection damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "pest inspection damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

- b. This insurance applies to "pest inspection damage" only if:

- (1) The "pest inspection damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "pest inspection damage" occurs during the policy period and in the course of The insured's business as a "pest" control operator or contractor and is reported to us within 36 months of the date of a "pest inspection"; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "pest inspection damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period,

that the "pest inspection damage" occurred, then any continuation, change or resumption of such "pest inspection damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Pest inspection damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim. includes any continuation, change or resumption of that "pest inspection damage" at the end of the policy period.

d. "Pest inspection damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "pest inspection damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "pest inspection damage"; or

(3) Becomes aware by any other means that "pest inspection damage" has occurred or has begun to occur.

## 2. Exclusions

This insurance does not apply to:

### a. Fees

Any fee charged by the insured for the control or eradication of "pests".

### b. Pre-existing Damage

"Property damage" or "pest damage" which exists at the time of or prior to the "pest inspection".

### c. Expected or Intended Injury

"Pest inspection damage liability" expected or intended from the standpoint of the insured.

### d. Contractual Liability

"Pest inspection damage" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "pest inspection damage" by an "occurrence" in the absence of a contract or agreement.

### e. Pollution

"Pest inspection damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### f. Pollution-Related

Any loss, cost or expense arising Out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. SUPPLEMENTARY PAYMENTS - COVERAGES A and B is amended to read:

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D

C. SECTION III- LIMITS OF INSURANCE is amended as follows:

Paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under COVERAGE C;
- b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under COVERAGE B; and
- d. Damages under COVERAGE E.

The following paragraphs are added:

8. Subject to 2. above (the General Aggregate Limit), the Aggregate Pest inspection Damage Limit is the most we will pay for the sum of "pest inspection damage".
9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Aggregate Pest inspection Damage Limit), the most we will pay for the sum of "pest inspection damage" arising out of any one "occurrence" is the lesser of:
  - a. The Per Occurrence Pest Inspection Damage Limit, as shown in the Schedule of this endorsement, minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement; or
  - b. The sum of those damages minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement.

D. SECTION IV— CONDITIONS is amended as follows:

Paragraph 4. Other Insurance is amended as follows:

All references to COVERAGE A OR B are amended to read COVERAGE A, B, OR D.

E. SECTION V - DEFINITIONS is amended as follows:

The following additional definitions are added:

"Pest" means all wood destroying insects.

"Pest inspection" means:

- a. A service performed during the policy period in the course of your business as a "pest" control operator or contractor, for which a fee is charged; and
- b. A service performed during the policy period to determine the presence of "pests" at a designated location in your service contract for the service.

"Pest inspection damage" means any physical injury to property which:

- a. Necessitates repair or replacement of damaged portions of such property; and
- b. Such injury results from an active "pest" infestation which was not indicated on the inspection report, but should have been discovered through routine visual inspections of property that was visually accessible at the time of the "pest inspection".

Under Definitions, 13. "Occurrence" is replaced as follows:

13. "Occurrence" means an accident, including Continuous or repeated exposure to the same general harmful conditions.

In regards to COVERAGE D - PEST INSPECTION DAMAGE LIABILITY only, "occurrence" means an active "pest" infestation of property, including continuous or repeated exposure to substantially the same general harmful conditions, which existed, but was not indicated on the insured's "inspection report" at the time of the "pest inspection".

All other terms and conditions of the Policy remain unchanged.

<i>SERFF Tracking Number:</i>	<i>REGU-125668420</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ARCH-08-113</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>ARCH-08-113</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.



SERFF Tracking Number:	REGU-125668420	State:	Arkansas
Filing Company:	Arch Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	ARCH-08-113		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	ARCH-08-113		
Project Name/Number:	/		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	06/12/2008
<b>Comments:</b>				
<b>Attachment:</b>	AR - NAIC.pdf			
<b>Satisfied -Name:</b>	Filing Authorization	<b>Review Status:</b>	Approved	06/12/2008
<b>Comments:</b>				
<b>Attachment:</b>	Filing Authorization.pdf			
<b>Satisfied -Name:</b>	Side-By-Side Comparisons	<b>Review Status:</b>	Approved	06/12/2008
<b>Comments:</b>				
<b>Attachments:</b>	Pest Inspection Liability CLAIMS MADE changes - 00 GL0223 00 03 06.pdf Pest Inspection Liability Form CHANGES2 AIC-PIP-P 8-02 - Occurrence.pdf			

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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☐ Rate Increase
 ☐ Rate Decrease
 ☐ Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	Overall percentage rate indication (when applicable)		
<b>5b</b>	Overall percentage rate impact for this filing		
<b>5c</b>	Effect of Rate Filing – Written premium change for this program		
<b>5d</b>	Effect of Rate Filing – Number of policyholders affected		

<b>6.</b>	Overall percentage of last rate revision	
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<b>7.</b>	Effective Date of last rate revision	
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<b>8.</b>	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

# ARCH INSURANCE COMPANY

## **LETTER OF FILING AUTHORIZATION**

This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of Arch Insurance Company. This authorization extends to all correspondence regarding this filing.

**Carol Kennedy**

Name

**May 1, 2008**

Date

**Vice President**

Title

**Arch Insurance Company**

Company



Signature

**(212) 651-9863**

Telephone Number

**Re: Arch Insurance Company  
NAIC Number: 1279-11150  
Pest Control Program  
General Liability Forms Revision Filing**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PEST INSPECTION DAMAGE LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE

**LIMITS OF INSURANCE:**

Per Occurrence Pest Inspection Damage Limit	\$ _____	
Aggregate Pest Inspection Damage Limit	\$ _____	
Pest Inspection Damage Deductible	\$ _____	Per "Claim" For Any One Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. The following is added to SECTION I - COVERAGES:**

**COVERAGE D - PEST INSPECTION LIABILITY COVERAGE**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "pest inspection damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "pest inspection damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "pest inspection damage" only if:

- (1) The "pest inspection damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "pest inspection damage" occurs and is reported to us during the policy period specified on the declarations page of the policy; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "pest inspection damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "pest inspection damage" occurred, then any continuation, change or resumption of such "pest inspection damage" during or after

the policy period will be deemed to have been known prior to the policy period, thereby voiding any possible coverage.

- c. A claim for "Pest inspection damage" is made during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim. This includes any continuation, change or resumption of that "pest inspection damage" at the end of the policy period.
- d. A claim for "Pest inspection damage" will be deemed to have been made at the earliest time when any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "pest inspection damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "pest inspection damage"; or
  - (3) Becomes aware by any other means that "pest inspection damage" has occurred or has begun to occur.

## 2. Exclusions

This insurance does not apply to:

### a. Fees

Any fee charged by the insured for the control or eradication of "pests".

### b. Pre-existing Damage

"Property damage" or "pest damage" which exists at the time of or prior to the "pest inspection".

### c. Expected or Intended Injury

"Pest inspection damage liability" expected or intended from the standpoint of the insured.

### d. Contractual Liability

"Pest inspection damage" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "pest inspection damage" by an "occurrence" that the insured would have in the absence of the contract or agreement.

### e. Pollution

"Pest inspection damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### f. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or



- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read:

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D

C. SECTION III- LIMITS OF INSURANCE is amended as follows:

Paragraph 2. is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under COVERAGE C;
- b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under COVERAGE B; and
- d. Damages under COVERAGE D.

The following paragraphs are added:

8. Subject to 2. above (the General Aggregate Limit), the Aggregate Pest Inspection Damage Limit is the most we will pay for the sum of "pest inspection damage".
9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Aggregate Pest Inspection Damage Limit), the most we will pay for the sum of "pest inspection damage" arising out of any one "occurrence" is the lesser of:
  - a. The Per Claim Pest Inspection Damage Limit, as shown in the Schedule of this endorsement, minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement; or
  - b. The sum of those damages minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement.

D. SECTION IV— CONDITIONS is amended as follows:

Paragraph 4. Other Insurance is amended as follows:

All references to COVERAGE A OR B are amended to read COVERAGE A, B, OR D.

E. SECTION V - DEFINITIONS is amended as follows:

The following additional definitions are added:

"Pest" means all wood destroying insects.

"Pest inspection" means:

- a. A service performed during the policy period in the course of your business as a "pest" control operator or contractor, for which a fee is charged; and
- b. A service performed during the policy period to determine the presence of "pests" at a designated location in your service contract for the service.

"Pest inspection damage" means any physical injury to property which:

- a. Necessitates repair or replacement of damaged portions of such property; and
- b. Such injury results from **an active** "pest" infestation which was not indicated on the inspection report, but should have been discovered through routine visual inspections of property that was visually accessible at the time of the "pest inspection".

In regards to COVERAGE D - PEST INSPECTION DAMAGE LIABILITY only, "occurrence" means an active "pest" infestation of property, including continuous or repeated exposure to substantially the same general harmful conditions, which existed, but was not indicated on the insured's "inspection report" at the time of the "pest inspection".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

# ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PEST INSPECTION DAMAGE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

#### LIMITS OF INSURANCE:

Per Occurrence Pest Inspection Damage Limit	\$.	
Aggregate Pest Inspection Damage Limit	\$.	
Pest Inspection Damage Deductible	\$.	Per "Occurrence" For Any One Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION I - COVERAGES:

#### COVERAGE D - PEST INSPECTION LIABILITY COVERAGE

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "pest inspection damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "pest inspection damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "pest inspection damage" only if:

- (1) The "pest inspection damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "pest inspection damage" occurs during the policy period and in the course of the insured's business as a "pest" control operator or contractor and is reported to us within **36 months** of the date of a "pest inspection"; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "pest inspection damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "pest inspection damage" occurred, then any continuation, change or resumption of such "pest inspection damage" during or after the policy period will be deemed to have been known prior to the policy period, thereby voiding any possible coverage.

- c. "Pest inspection damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim. includes any continuation, change or resumption of that "pest inspection damage" at the end of the policy period.
- d. "Pest inspection damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II — WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "pest inspection damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "pest inspection damage"; or
  - (3) Becomes aware by any other means that "pest inspection damage" has occurred or has begun to occur.

## 2. Exclusions

This insurance does not apply to:

- a. Fees  
Any fee charged by the insured for the control or eradication of "pests".
- b. Pre-existing Damage  
"Property damage" or "pest damage" which exists at the time of or prior to the "pest inspection".
- c. Expected or Intended Injury  
"Pest inspection damage liability" expected or intended from the standpoint of the insured.
- d. Contractual Liability  
"Pest inspection damage" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "pest inspection damage" by an occurrence ~~that the insured would have~~ in the absence of the contract or agreement.
- e. Pollution  
"Pest inspection damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- f. Pollution-Related  
Any loss, cost or expense arising Out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read:

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D

C. SECTION III- LIMITS OF INSURANCE is amended as follows:

Paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under COVERAGE C;
- b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under COVERAGE B; and
- d. Damages under COVERAGE E.

The following paragraphs are added:

- 8. Subject to 2. above (the General Aggregate Limit), the Aggregate Pest inspection Damage Limit is the most we will pay for the sum of "pest inspection damage".
- 9. Subject to 2. above (the General Aggregate Limit) and 8. above (the Aggregate Pest inspection Damage Limit), the most we will pay for the sum of "pest inspection damage" arising out of any one "occurrence" is the lesser of:
  - a. The Per Occurrence Pest Inspection Damage Limit, as shown in the Schedule of this endorsement, minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement; or
  - b. The sum of those damages minus the Pest Inspection Deductible Amount, if any, shown in the Schedule of this endorsement.

D. SECTION IV— CONDITIONS is amended as follows:

Paragraph 4. Other Insurance is amended as follows:

All references to COVERAGE A OR B are amended to read COVERAGE A, B, OR D.

E. SECTION V - DEFINITIONS is amended as follows:

The following additional definitions are added:

"Pest" means all wood destroying insects.

"Pest inspection" means:

- a. A service performed during the policy period in the course of your business as a "pest" control operator or contractor, for which a fee is charged; and
- b. A service performed during the policy period to determine the presence of "pests" at a designated location in your service contract for the service.

"Pest inspection damage" means any physical injury to property which:

- a. Necessitates repair or replacement of damaged portions of such property; and
- b. Such injury results from an active "pest" infestation which was not indicated on the inspection report, but should have been discovered through routine visual inspections of property that was visually accessible at the time of the "pest inspection".

Under Definitions, 13. "Occurrence" is replaced as follows:

13. "Occurrence" means an accident, including Continuous or repeated exposure to the same general harmful conditions.

In regards to COVERAGE D - PEST INSPECTION DAMAGE LIABILITY only, "occurrence" means an active "pest" infestation of property, including continuous or repeated exposure to substantially the same general harmful conditions, which existed, but was not indicated on the insured's "inspection report" at the time of the "pest inspection".

All other terms and conditions of the Policy remain unchanged.